

EMPLOYMENT AGREEMENT

between

DR. MICHAEL A. ROSSI, JR.

and

SPARTA TOWNSHIP BOARD OF EDUCATION

THIS AGREEMENT is made and entered into this 13 day of October, 2016, by and between the Sparta Township Board of Education, which has offices located at 18 Mohawk Avenue, Township of Sparta, New Jersey 07871 (hereinafter referred to as the "Board"), and Dr. Michael A. Rossi, Jr. (hereinafter referred to as the "Superintendent").

WITNESSETH:

WHEREAS, the Board desires to provide the Superintendent with a written employment agreement in order to enhance administrative stability and continuity within the schools which the Board believes improves the quality of its overall education program; and

WHEREAS, the Board and Superintendent believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the Sparta Township School District (hereinafter referred to as "District");

NOW, WHEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree

that the following paragraphs shall constitute the terms and conditions of the employment agreement:

1. Term

The Board hereby employs and the Superintendent hereby accepts employment as the Superintendent of Schools for the period beginning December 1, 2016, or as soon thereafter as possible if the Superintendent is not able to commence employment to comply with the notice requirement in his employment contract with another school district, and ending June 30, 2020.

2. Compensation

(a) Salary

Subject to the approval of the Executive County Superintendent, the Board shall pay the Superintendent an annual salary of one hundred sixty seven thousand five hundred and 00/100 dollars (\$167,500.00), which shall be prorated in the event the Superintendent is not employed for the entire school year.

(b) Merit Bonus

i. On or about July 1, 2018 and July 1st of each subsequent school year during the term of this Agreement, annual non-pensionable merit bonuses may be awarded on the basis of the Superintendent satisfying specific merit criteria for the previous school year. Any such merit bonus shall be considered extra compensation and shall not be cumulative.

ii. On or before September 1, 2017 and each subsequent year of this Agreement, the Board, with the input of the Superintendent, shall establish five (5) merit criteria per school year in accordance with the applicable regulations. The

Executive County Superintendent shall approve or disapprove the selection of the quantitative merit and qualitative merit criteria and the data that forms the basis of measuring the achievement of the quantitative and qualitative merit criteria.

iii. Three (3) of the merit criteria shall be quantitative and two (2) of the merit criteria shall be qualitative. The maximum individual year merit bonus which the Superintendent shall be eligible to receive is fourteen and ninety-nine/one-hundred percent (14.99%) of the Superintendent's annual salary. The individual year merit bonus for each quantitative merit criterion achieved, if granted, shall be three and one-third percent (3.33%) of the Superintendent's annual salary and for each qualitative merit criterion achieved, if granted, shall be two and one-half percent (2.5%) of the Superintendent's annual salary, thereby resulting in the total maximum individual year merit bonus which the Superintendent may be eligible to receive, not to exceed fourteen and ninety-nine/one hundred percent (14.99%) of the Superintendent's annual salary.

iv. Any individual year merit bonus for each performance criterion achieved in a given year shall be subject to review and approval by the Executive County Superintendent. The Board shall submit a resolution to the Executive County Superintendent certifying that a quantitative merit criterion and/or qualitative merit criterion has been satisfied. No merit bonus shall be paid until the Board has received confirmation of the satisfaction of the criterion from the Executive County Superintendent.

v. Notwithstanding anything contained herein to the contrary, the individual year merit bonus and the merit criteria upon which such bonus may be awarded shall be subject to the regulations promulgated by the Department of Education.

vi. If any provision contained in Section Two (2) (b) of this Agreement is inconsistent with any statutory provision enacted by the Legislation or regulation promulgated by the State Board of Education on merit pay, merit bonus or merit stipend, the statutory provision and/or administrative regulation shall supersede the inconsistent provision(s) and shall govern the parties' rights and obligation on the payment of a merit bonus in accordance with the terms of the parties' Agreement.

vii. Any individual year merit bonus shall be subject to public notice and hearing in accordance with the provisions of N.J.S.A. 18A:11-11. Any individual year merit bonus shall be paid within thirty (30) days following said public hearing.

(c) If the regulations establishing the maximum salary that can be paid the Superintendent are amended or repealed, then the salary set forth in this Agreement shall be subject to renegotiations by the parties. Any revision to the Superintendent's salary shall be subject to the prior approval of the Executive County Superintendent of Schools and public notice and hearing conducted by the Board in accordance with the provisions of N.J.S.A. 18A:11-11.

(d) The base salary shall be paid in equal semi-monthly installments in accordance with the schedule of payments in effect for other certificated employees.

3. Professional Certification

The Superintendent represents to the Board that he possesses a valid New Jersey School Administrator's certificate to perform the duties of Superintendent of Schools in the State of New Jersey. A copy of the certification shall be provided to the Board. If the certificate of the Superintendent is revoked, this Agreement shall be null and void as of the date of the revocation of the certificate.

4. Duties

The Board recognizes the authority granted to the Superintendent pursuant to law and agrees that it shall adopt policy and set direction for the District. The Superintendent recognizes the authority granted to the Board pursuant to law and agrees that he shall implement the Board's policy and administer the District.

The Superintendent agrees to provide his best professional services to the District and faithfully perform on a full time basis, within the fiscal, legal and contractual limits established by the Board, the duties of the Superintendent of Schools for the District which are assigned by the Board, set forth in the job description as may be revised by the Board, and prescribed by federal and state law, the regulations of the State Board of Education and other federal and state agencies, and the

by-laws, policies and regulations of the Board, as may be revised by the Board.

The responsibility for selection, placement, transfer, and dismissal of personnel, both instructional and non-instructional, shall be vested in the Superintendent, subject to approval of the Board. The members of the Board, individually and collectively, will refer to the Superintendent, criticisms, complaints, and suggestions concerning the operations and management of the District called to their attention. Any such references as to which any Board members expect specific action by the Superintendent shall be discussed by the Board members at a scheduled meeting of the Board and a consensus sought to direct the Superintendent to study, recommend and/or take action. The Superintendent has the right to attend all meetings, except when he is the subject under consideration. Pursuant to N.J.S.A. 18:17-20, he shall have a seat on the Board and the right and responsibility to speak on all educational, fiscal, and other matters at meetings of the Board, but shall have no vote.

5. Leaves of Absence

(a) Vacations

The Superintendent shall receive twenty four (24) days of vacation annually, exclusive of legal holidays observed by the District, which shall be prorated if he is employed less than a full school year. Vacation days are non cumulative. They shall be taken in the year in which they are earned, unless the Superintendent does not take vacation because of business demands, in which case the Superintendent shall be

allowed to use the accrued vacation only during the next succeeding school year. Vacation days shall be scheduled by the Superintendent so as to minimize disruption of the District's operations. Arrangements shall be made by the Superintendent for an administrator to assume his duties and responsibilities in his absence. The Superintendent shall be permitted to take vacation days with the prior approval of the Board President for five (5) or more days or upon notice to the Board President of four (4) days or less. The Board, through the business office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days.

(b) Sick Days

The Superintendent shall receive twelve (12) sick days annually. Sick days shall be accumulated in accordance with N.J.S.A. 18A:30-3.

(c) Personal Days

The Superintendent shall be granted three (3) days of absence annually with pay for compelling personal reasons which are essential and require absence during normal working hours. Any unused personal days shall be credited as sick leave days as of July 1<sup>st</sup> of the following school year, provided that the total number of unused sick days and personal days accrued during the school year and carried over to the following school year do not exceed fifteen (15) days.

(d) Bereavement Leave

The Superintendent shall be granted up to five (5) days, commencing with the date of death, for the death of a member of his immediate family. Immediate family shall be defined as: parents, spouse, children, brother, sister, father-in-law, mother-in-law and grandparents. The Superintendent shall be granted one (1) day to attend the funeral of a sister-in-law, brother-in-law and grandparent-in-law.

(e) Holidays

The Superintendent shall be entitled to the following holidays:

- (1) New Year's Day
- (2) Washington's Birthday
- (3) Good Friday
- (4) Memorial Day
- (5) Independence Day (and the day preceding if such holiday falls on a Tuesday and the day following if such holiday falls on a Thursday)
- (6) Labor Day
- (7) NJEA Convention Days
- (8) Thanksgiving and Day After Thanksgiving
- (9) Christmas Eve, Christmas Day and day following Christmas
- (10) New Year's Eve



6. Insurance

(a) Health Care Benefits

Subject to the obligation to contribute to the costs of health care benefits in accordance with the provisions of Section Six (6)(b) of this Agreement, the Board shall provide the Superintendent and his eligible dependents with health, dental and prescription insurance. Health insurance shall be provided through Direct Access 01 or its equivalent. The Board will offer additional health plan options on a voluntary basis. Effective upon implementation of the "Cadillac/Excise Tax" in accordance with the provisions of the Patient Protection and Affordable Care Act, the Board has the option to convert the health insurance provided by the Board to the School Employees Health Benefits Plan (SEHBP) and the Superintendent shall receive the level of benefits prescribed by the SEHBP. The prescription plan shall provide for a 10.00 generic co-pay, \$20.00 brand co-pay and 1X co-pay for ninety (90) day mail order supply.

(b) Contribution

Unless statutorily exempt due to the waiver of health care benefits, the Superintendent shall be required to contribute to the costs of health care benefits in accordance with the law. He shall pay the contribution required as a specified percentage of the cost of coverage for health care benefits for his salary range, but not less than 1.5% of his base salary, in accordance with the requirements of Public Law 2011, Ch. 78, as may be amended during the term of the Agreement. All contributions shall be deducted from the Superintendent's salary

and paid, in equal installments, in accordance with the payroll schedule for other certificated staff.

(c) The Board reserves the right to change the level of health care benefits in accordance with the coverage provided to the majority of other employees in the District or as otherwise required by law.

(d) Health Care Benefits Waiver

The Superintendent may waive health insurance coverage if he is covered through another health plan or the health plan of the Superintendent's spouse. Coverage may also be waived for dental and prescription insurance even if alternate coverage is not in effect. In the event the Superintendent waives health, dental or prescription coverage, or a combination thereof, the Board will pay the Superintendent, annually, twenty-five percent (25%) of the employer's net premium cost (which shall be defined as the amount of the premium less the employee's contribution), or \$5,000, whichever is less, as applicable. The waiver payment will be pro-rated for any portion of a school year for which coverage is waived. Any such payment will be made two (2) times per year after the coverage has been waived for the preceding six (6) months. Nothing contained herein shall prevent the Superintendent from rescinding his waiver should there be a major change in his life which would warrant the need for insurance coverage, subject to the requirements of the insurance carrier.

7. Salary Reduction Annuity Program

The Board and the Superintendent hereby agree that in accordance with N.J.S.A. 18A:66-127, N.J.S.A. 18A:66-128, and Section 403(b)(7) of the Internal Revenue Code, the Superintendent may voluntarily have his salary, as set forth in Section Two (2) of this Employment Agreement, reduced for the purpose of contributing to a tax-deferred annuity program in the same manner as is made available to every other employee of the District.

8. Separation of Service

If the Superintendent retires according to the provisions of the Teacher's Pension and Annuity Fund, the Board shall pay the Superintendent for his accumulated sick days at the rate of forty and 00/100 dollars (\$40.00) per day for each accumulated sick day in excess of fifty one (51) days not to exceed fifteen thousand and 00/100 dollars (\$15,000.00) or the maximum amount prescribed by law, whichever is lower.

Upon the Superintendent's separation from employment with the District, the Board shall pay all accumulated vacation days at a per diem rate calculated on the basis of 1/260<sup>th</sup> of his final annual salary up to the maximum amount prescribed by law. If the Superintendent dies before the end of the term of this Agreement, payment for accumulated vacation days shall be made to his estate or a designated beneficiary. For the purposes of this vacation payout provision, "separation from employment" shall be meant to include, but not be limited to, the Superintendent's separation from the District due to health,

incapacity, retirement, contract non-renewal, and/or voluntary or involuntary resignation.

9. Professional Growth of Superintendent

(a) The Board shall pay one hundred percent (100%) of the Superintendent's membership fees to the American Association of School Administrators, the New Jersey Association of School Administrators, Association for Supervision and Curriculum Development (State and National), Schoolmasters, the New Jersey Council of Education, and other professional organizations with the prior approval of the Board.

(b) The Superintendent shall attend professional meetings at the local, county and state level which in his judgment would benefit the District. The Superintendent shall keep the Board apprised of attendance at professional meetings.

(c) The Superintendent shall be permitted to attend the fall and spring NJSBA/NJASA conference and one (1) national conference(s) annually. Attendance at any additional conferences beyond the above will be at the request of the Superintendent and requires prior approval of the Board.

(d) Reimbursement of Expenses

Subject to the Board's prior approval, the Board agrees to reimburse the Superintendent for reasonable registration fees, permitted travel, meal and lodging expenses for attendance at professional activities and conferences in accordance with Board policy, N.J.S.A. 18A:11-12, the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by

the State Office of Management and Budget. All reimbursable expenses shall be within the budgeted amount and shall be documented, submitted in a timely manner and paid in accordance with District procedures.

10. Mileage/Tolls

The Superintendent shall be reimbursed for mileage and tolls when travelling in connection with the performance of his duties. Mileage reimbursement will be the same as that permitted by the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget. The Superintendent shall provide the Board with appropriate records and receipts.

11. Cellular Telephone

The Board shall provide the Superintendent with a cellular telephone and pay the monthly charges for data and voice plans for his use in connection with his duties as Superintendent of Schools as set forth in Section Four (4) of this Agreement.

12. Outside Activities

The Superintendent shall devote his full time, skill, labor and attention to the business of the District. However, he may serve as a consultant to other districts or educational agencies, teach, lecture, engage in writing activities, or speaking engagements, and participate in other activities which are of a short-term duration, provided that it does not take place during the time he must perform his duties, does not interfere with the regular performance of his duties or

otherwise conflict with the interests of the District, provided that the Superintendent has obtained the prior approval of the Board.

13. Indemnification

Subject to the provision of N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings of any kind brought against the Superintendent in his capacity as an employee of the Board.

14. Evaluation

The Board shall evaluate the Superintendent at least once a year on or before June 30th in accordance with applicable statutory provisions, State Board of Education regulations, board policy and the job description for the position of superintendent of schools. Each evaluation shall be in writing and include areas of commendations and recommendations and shall provide direction as to any aspects of performance in need of improvement. Evaluations shall be based on the goals and objectives of the District, the duties of the Superintendent as set forth in Section Four (4) of this Agreement, the Superintendent's progress towards his professional growth and improvement plan and such other criteria as prescribed by the Legislature, State Board of Education regulations and board policy.

No later than September 1st of each school year, the parties will meet to establish the District's goals and objectives for the next succeeding school year. Said goals and

objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation. This response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to determine the evaluation format to be used in the subsequent school year.

15. Termination of Agreement

This Agreement may be terminated only for the following reasons:

- (a) death;
- (b) mutual agreement of the parties;
- (c) unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- (d) for inefficiency, incapacity, conduct unbecoming a Superintendent, or other just cause in accordance with the procedures

established by Title 18A, Chapter 6, Art. 2, Subpart B, entitled Controversies and Disputes (N.J.S.A. 18A:6-9 to 18A:6-29); or

(e) in the event the Superintendent's certification is permanently revoked, all provisions of this Agreement shall automatically terminate. If the Superintendent is lawfully precluded from performing his duties by any judgment, order or direction of any court of competent jurisdiction or the State Board of Education, the State Board of Examiners or the Commissioner of Education, all provisions of this Agreement shall terminate and the Superintendent's employment shall cease.

16. Renewal Extension

The renewal of this Agreement shall be subject to the provisions of Title 18A and applicable State Board of Education regulations. If the Board does not notify the Superintendent, in writing, one hundred eleven (111) days prior to the expiration of this Agreement, which will be March 11, 2020, that the Superintendent's employment agreement will not be renewed, the contract shall automatically renew for a term of three (3) calendar years, expiring June 30, 2023.

The Superintendent shall notify the Board prior to September 30, 2019 of its responsibility. In addition, the Superintendent shall notify the Board, in writing, not later than



September 30, 2019, whether he wants to have the Board consider renewing his employment after the Agreement expires.

17. Miscellaneous

(a) The Board shall not hold any discussions regarding the Superintendent's employment unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session pursuant to the Open Public Meetings Act.

(b) The Board acknowledges and agrees that disclosure of personnel information is governed by the Open Public Records Act, codified at N.J.S.A. 47A:101 et seq., the Right to Know Law codified at N.J.S.A. 47:1A-1, et seq., Executive Orders and relevant case law. All information related to the Superintendent's performance, evaluation or any discipline which the public is not otherwise entitled to access under law is deemed confidential and shall not be released to the public absent a written release by the Superintendent or by a lawful order of a court of competent jurisdiction.

(c) The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. The Board will not take action on any such criticisms, complaints,

and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus is reached to direct the Superintendent to study, recommend, and/or take action.

(d) The Superintendent shall have the right to contact the Board attorney for legal assistance as the need arises in carrying out his duties.

(e) The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The Superintendent shall also have the right to submit a written answer to such material.

#### 18. Applicable Law

This Agreement is governed by the laws of the State of New Jersey, including, but not limited to, Title 18A of the New Jersey Statutes and Title 6A of the New Jersey Administrative Code, and such statutes and regulations as may from time to time be adopted or amended. Should any provision of this Agreement be in conflict with such law or regulation, the provisions of Title 18A of the New Jersey Statutes or Title 6A of the New Jersey Administrative Code shall govern.

19. Savings Clause

If during the term of this Agreement it is found a specific clause of this Agreement is illegal, the remainder of the Agreement not affected by such a ruling shall remain in force.

20. Modification

This Agreement embodies the entire agreement between the parties. The terms and conditions of this Agreement shall not be modified except by the written consent of both parties hereto.

21. Binding

This Agreement is made for the benefit of both parties hereto and all who succeed to their rights and responsibilities.

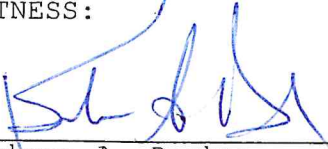
22. Representations

The parties represent to each other that they fully understand the terms and conditions of this Agreement and agree to be bound by all of its terms. The Superintendent acknowledges that he has been afforded the opportunity to obtain the advice of an attorney of his own choice prior to executing this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly executed by the Board President and the


Superintendent on the date written above and the Board Secretary  
has caused the corporate seal be affixed hereto on same date.

WITNESS:

  
\_\_\_\_\_  
Barbara A. Decker  
Board Secretary/Business  
Administrator

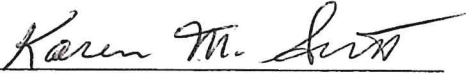
Dated:


WITNESS:

  
\_\_\_\_\_

Dated:

SPARTA TOWNSHIP BOARD OF  
EDUCATION

By:   
\_\_\_\_\_  
Board President

  
\_\_\_\_\_  
Dr. Michael A. Rossi, Jr.  
Superintendent of Schools